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# APPLICANT'S GUIDE TO THE ONTARIO NATIVE ECONOMIC SUPPORT PROGRAM



A COMPONENT OF THE  
COMMUNITY FACILITIES IMPROVEMENT PROGRAM  
NATIVE COMMUNITY BRANCH  
MINISTRY OF CITIZENSHIP AND CULTURE



Ontario Ministry  
of Citizenship  
and Culture

77 Bloor Street West  
Toronto, Canada  
M7A 2R9

## **PURPOSE/OBJECTIVES OF THE PROGRAM**

The Ontario Native Economic Support Program (ONESP) is a specialized version of the Community Facilities Improvement Program. It provides financial support for Native projects which will assist in community facility development, enhance economic opportunities and strengthen management capacities.

The Ontario Native Economic Support Program can provide support for the planning, purchase, construction, improvement and renovation of Native community facilities. It can assist in the purchase of equipment needed to advance economic objectives and in accessing project specific management skill development opportunities.

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## TABLE OF CONTENTS

	Page
I GENERAL PRINCIPLES	1
II ELIGIBLE APPLICANTS	1
III ELIGIBLE PROJECTS	2
A. Studies	2
B. Facilities	2
C. Economic	3
IV GENERAL GUIDELINES	4
A. How Do You Apply for a Grant?	4
B. When Should You Apply?	4
C. Grant Funding Formulas	4
D. Financing the Balance of the Project	5
E. Requirements for the Selection/Tendering Process	5
F. Criteria for Assessing Projects/Applications	6
V PAYMENT PROCEDURES	7
A. Feasibility and Safety Studies	7
B. Facility and Economic Projects	7
VI TERMS AND CONDITIONS TO WHICH APPLICANTS ARE AGREEING	7
A. <u>Terms Applying to All Applicants</u>	7
1. Definitions	8
2. Time Terms and Conditions Apply	8
3. Credit to Ministry	9
4. Purpose of Grants	9
5. Disposal of Assets: Ministry Consent Required	9
6. Assignment of Grant	9
7. Further Conditions	9
8. Grant Repayment	10
9. Unused Funds	10
10. Installments	10
11. Accounting	10
12. Canadian Content/Tendering Process	11
13. Ministry Publicity for Project	11
B. <u>Terms Applying Only to Facility Projects</u>	11
1. Limitation of Liability, Indemnification and Insurance	11
2. Ownership and Leasing of Facilities	12
3. Reports	12
C. <u>Terms Applying Only to Study Projects</u>	12
1. Limitation of Liability, Indemnification and Insurance	12
2. Consultant	12
3. Pre-Consultation: Terms of Reference	12
4. Reports	13

D. <u>Terms Applying Only to Rolling Stock</u>	13
1. Limitation of Liability, for road and non-road vehicles	13
2. Insurance for Road Vehicles	13
3. Insurance for Non-Road Vehicles	13
E. <u>Terms Applying Only to Management Development Projects</u>	14
1. Limitation of Liability, Indemnification and Insurance	14
2. Prior Approval	14
VII HOW TO CONTACT THE NATIVE COMMUNITY BRANCH	14



## INTRODUCTION

This guide is designed to help you provide the Ministry with information about your project. If you wish to discuss your project, or if you have any questions concerning the guide or application forms, please contact one of the **Native Community Branch (NCB)** offices of the Ministry listed at the end of the guide. Completed application forms must be sent to the local NCB field office.

## I GENERAL PRINCIPLES

All NCB Ontario Native Economic Support Program (ONESP) grant requests are considered within the context of the following principles:

### Dedication Principle

ONESP funds allocated to the NCB, Ministry of Citizenship and Culture (MCC), are dedicated to the support of economic development projects, services and facilities for Native people in Ontario.

### Share Principle

ONESP grants are intended to respond to Native community and/or organization sponsored initiatives as evidenced by locally raised contributions of money, efforts and other resources.

### Non-Substitution Principle

ONESP funds are not intended to replace or relieve the responsibility of ongoing government programs in this field. They are intended to enhance NCB's capacity to promote and encourage community development objectives.

### Non-Dependency Principle

Projects funded by ONESP must provide an operational plan which shows support for any ongoing costs from sources other than MCC.

### Non-Profit Principle

ONESP grants are intended for projects of broad public good. They cannot apply to situations that might loosely be characterized as private gain.

## II ELIGIBLE APPLICANTS

Generally, applicants must be an incorporated Native group, community or Band Council. Interested parties who are not incorporated may be eligible for consideration by obtaining sponsorship from an acceptable sponsor. A resolution by the applicant organization approving the undertaking of the project and the application for NCB assistance must be provided.

### III ELIGIBLE PROJECTS

The ONESP grants program is designed to provide assistance for cultural and economic development purposes. Groups mounting large scale projects with several funding sources should bring their plans to the attention of their NCB consultant as early as possible.

#### A. Studies

Recognizing that good planning for business initiatives and for facilities projects is essential, this program will assist with the funding of:

1. Feasibility studies intended to assist groups in exploring the potential for undertaking a specific project or business. These studies are intended to determine the overall viability of the project and to assist the group in assessing whether and how the project should be implemented.
2. Safety studies (fire and occupational health and safety) as prescribed in the Fire Marshall's Act or other applicable legislation.

Eligible costs include consultant fees and expenses, report preparation and printing costs. Specifically excluded are those costs that pertain to the client's administration of the study such as ongoing employee's time, meeting expenses and report distribution costs.

#### B. Facilities

1. Renovations/Additions under the following categories:

- Access for disabled persons
- To improve the delivery of an existing service or program or provide for a new service or program
- Preservation of heritage buildings
- Occupational health and safety
- Energy conservation

Any renovation must comply with current codes and regulations and standards of the program funder.

2. Development of New Facilities

Applicants must demonstrate that a need has been established for a new facility. Projects could include facilities that would support economic development initiatives.

Specifically excluded under this program are maintenance and repair items which should be included in a regular maintenance program and funded from an operating budget.



Costs connected with financing the project are also ineligible for assistance (e.g. bridge financing, interest charges, fund-raising costs, etc.).

C. Economic

1. Stimulus:

Projects in this category must be intended to stimulate economic growth opportunities.

a. Rolling Stock

One-time funding of the following will be considered for items such as:

- vehicles; wheeled and tracked
- heavy equipment

b. Capital Stock

One-time funding will be considered for such items as:

- office furnishings, furniture, office equipment, fixtures, mechanical equipment, tourist camp equipment

2. Management Development:

Projects in this category are intended to assist communities and organizations to upgrade their administrative and management skills.

a. Operational Planning

The development of management systems that will improve operational performance, such as:

- business plans
- administrative systems
- developing policy manuals
- financial management

b. Skills Training

Attendance costs will be considered for workshops or seminars of 12 weeks or less duration, that are specifically designed to improve the administrative and management skills of participants.

3. Project Specific Expertise

Projects funded under this category will assist Native communities and organizations/groups to employ expert staff on a



project basis to undertake particular tasks of an economic development nature.

Excluded are tasks that would normally be done by regularly-employed local staff, i.e. core funded staff. Also excluded are tasks normally done by government agency personnel.

#### IV GENERAL GUIDELINES

##### A. How do You Apply for a Grant?

After carefully reading this guide, complete the application, following the directions on the form. The completed form should be sent to the NCB office serving your area. **Please note that, by applying, you are legally bound by the terms and conditions of the grant program.**

Submission of an application does not imply that funding will be provided.

##### B. When Should You Apply?

Applicants are advised to submit applications at least **four months prior to the date of the project**. All applications must be recommended by the local NCB consultant.

To be eligible for consideration, an application **must** be submitted and approved by the Ministry before the project, or the NCB portion thereof, begins. Costs incurred **prior to the date of the Minister's Letter of Approval** are not eligible for assistance.

Commitments made by the applicant organization prior to, or in anticipation of, official written notification that a grant has been approved are done so at the applicant's risk. In the event that an application is rejected, the Ministry will not be responsible for costs already incurred.

##### C. Grant Funding Formulas

###### Studies:

Feasibility - 75% of eligible costs up to a maximum of \$50,000 per grant

Safety - 75% of eligible costs up to a maximum of \$50,000 per grant

###### Facilities:

Purchase/Renovation/Addition - 75% of eligible costs up to a maximum of \$250,000 per grant

Construction - 75% of eligible costs up to a maximum of \$250,000 per grant



Economic:

Stimulus

Rolling Stock - 75% of eligible costs up to a maximum of \$100,000 per grant

Capital - 75% of eligible costs up to a maximum of \$50,000 per grant

Management

Operational Planning - 75% of eligible costs up to a maximum of \$30,000 per grant

Skills Training - 75% of eligible costs up to a maximum of \$15,000 per grant

Project Specific Expertise

- 75% of eligible costs up to a maximum of \$30,000 per grant

D. Financing the Balance of the Project

The intention of this ONESP program is to share in projects that are financially viable. Consequently, the sources of funds or other assistance required to complete the project should be of a nature that will not place an undue burden of debt on the project sponsors.

The applicant must demonstrate to NCB that it has the ability to finance the remaining balance of the project cost. This financing could be loans, all private capital derived from fund-raising proceeds and cash donation, any municipal, federal and/or provincial source other than MCC, or a combination of any of these sources.

Voluntary donations of labour and materials may form part or all of the balance of a project. Donated labour of skilled tradespeople working at their trade is eligible on the basis of trade rates currently payable for comparable work in the area where the project is located. The value of unskilled volunteer labour should be based on the current minimum wage established by the Ministry of Labour. Professional fees related to eligible costs of facility development are eligible at fair market value for such services. Provision of material and the use of equipment are eligible at fair market value if such goods or services were to be purchased. However, payment of any ONESP grant can not exceed the actual cash expenditures of the project.

E. Requirements for the Selection/Tendering Process

The Ministry is concerned that any project receiving financial assistance shall represent reasonable value for money and shall not involve a conflict of interest. If your project is approved for an ONESP grant, the Ministry will require that an appropriate process of competitive pricing or tendering is followed when the project is carried out.

Preference should be given to the purchase of Canadian goods and services over those manufactured and supplied from abroad. In the evaluation of tenders, a price preference of up to 10 percent is



allowed in respect of Canadian economic activity and content. If you are not able to comply with this policy, the Ministry must be advised.

Except for the preference to be given to the purchase of Canadian goods and services, the Ministry will expect that the lowest price or prices will be used and reserves the right to pay any grant on the basis of the lowest price or prices. In the case of a feasibility study, please provide the Ministry with:

- a. copies of all proposals submitted by bidders;
- b. a statement indicating your choice of the proposals;
- c. a written explanation if the lowest bid is not chosen.

Prior to payment of an ONESP grant, the Ministry will require confirmation that these requirements have been met unless any necessary exceptions have previously been documented and accepted by the Ministry. If prior Ministry approval is not obtained, failure to undertake competitive tendering or competitive pricing of costs, or to give the required preference to Canadian goods and services, may disqualify your project for NCB approval of grant payments.

F. Criteria for Assessing Projects/Applications

Applicants with multiple applications must prioritize them. All applicants will be assessed and ranked according to the degree to which the proposed project meets the previously stated ONESP grant principles and the following selection criteria:

- degree to which the proposal is consistent with community and organization objectives and priorities
- degree of community involvement in the planning, development and implementation of the project
- degree and sources of non-MCC financial support for project costs
- degree of commitment of the community as a whole, and the eventual users, to continue to support ongoing operating and maintenance costs of the project
- extent of improvement in the accessibility or quality and quantity of services in the community as a result of the project
- degree to which the proposal creates opportunities for partnership between the people affected, public agencies and other organizations
- degree to which the proposal redresses present imbalance in the availability of economic development opportunities
- condition of existing facility to be renovated
- economic impact in the community



- effect on employment during the life of the project and during on-going operation

To enable NCB to properly assess the application and to undertake the necessary consultation, applicants are advised that a period of up to four months may be required (following receipt of the application) before decisions can be announced.

If your project is approved for a grant within the MCC grant budget allocation you will receive a letter from the Minister. All commitments for funding will be given according to the ONESP grant funding formula and will be based on the estimated cost of the project as indicated in the application.

All commitments will be subject to the availability of funds and will be up to a maximum amount which can not subsequently be increased should project costs rise for any reason. Should actual project costs be less than estimated, the maximum grant payable will be reduced accordingly.

## **V PAYMENT PROCEDURES**

### **A. Feasibility and Safety Studies**

In the case of feasibility or life safety studies, payments will be made in two stages:

- 80 percent after the Ministry has reviewed and agreed to the proposal from the successful applicant; and,
- the remainder after Ministry review of a satisfactory final report and evidence of project expenditures.

### **B. Facility and Economic Projects**

At the time of approval of a project, successful applicants will be informed of the method of requesting payments. Each payment is related to the percentage of project certified completed.

Up to 85% of the grant may be paid during the project.

Where applicable, the final payment of 15 percent of the grant will be provided upon a review of satisfactory evidence that the total project for which the grant was approved has been completed.

## **VI TERMS AND CONDITIONS TO WHICH APPLICANTS ARE AGREEING**

### **A. Terms and Conditions Applying to All Applications**

By signing the application form for an ONESP grant you shall be accepting the following terms and conditions.



1. Definitions

"applicant" or "applicants" means the applicant Native organization, community or Band that is submitting this application to the Ministry.

"Canadian content" means all Canadian labour, materials, transportation costs, duty, taxes and profits. It is the value of the supplier's net selling price minus the declared value of any imported goods or services.

"capital stock" means furnishings, equipment and fixtures that will comprise part of the project.

"economic project" means a project that promotes the improvement of the quality of life of Native people through economic development as described in the Minister's Letter of Approval and any attachments thereto.

"facility project" means the renovation, new construction, acquisition, or improvement of a facility as described in the Minister's Letter of Approval and any attachments thereto.

"facilities" means the land and buildings for which the grant is made.

"Ministry" and "Minister" means the Ministry and Minister of Citizenship and Culture.

"project" means a Study Project, Facilities Project or Economic Project as the case may be.

"recipient" means the organization, community or Band that has submitted this application, has agreed to be bound by these terms and conditions and has been awarded an ONESP grant by the Ministry of Citizenship and Culture.

"rolling stock" means vehicle, or heavy equipment which will stimulate economic growth opportunities.

"study project" means a feasibility or safety study for a facility as described in the Minister's Letter of Approval and any attachments thereto.

2. Time Terms and Conditions Apply

These terms and conditions shall be in effect for 20 years from the date of the Minister's Letter of Approval unless stipulated otherwise in the Minister's Letter of Approval.



3. Credit to Ministry

The recipient shall acknowledge the support of the Government of Ontario through the Ministry of Citizenship and Culture, in all advertising, publicity and construction signs relating to the project and in any permanent tribute to donors displayed on the site, as well as in any final study report.

4. Purpose of Grants

Grants shall be used only for the purposes outlined in the Minister's Letter of Approval and any attachment thereto. Changes in the project shall only be made with the Ministry's written approval.

5. Disposal of Assets: Ministry Consent Required

A. Facilities

The recipient shall not sell, lease, sublease or otherwise dispose of the facilities without the Ministry's prior written consent. The recipient shall not mortgage or encumber the facilities for more than the total value of the facilities minus the amount of the ONESP grant.

B. Rolling Stock and Capital Stock

The recipient shall not sell, lease or otherwise dispose of the rolling stock without the Ministry's prior written consent. The recipient shall not mortgage or encumber the rolling stock without consultation with, and prior written consent from, the Ministry.

6. Assignment of Grant

The applicant/recipient shall not assign this application or the grant without the prior written consent of the Ministry.

7. Further Conditions

The Ministry shall be entitled to impose such additional terms and conditions to the use of the grant which, in its sole discretion, it deems necessary and shall be entitled to impose such terms and conditions on any consent granted pursuant to this application.



8. Grant Repayment

The recipient shall, at the request of the Ministry, repay to the Ministry the whole or any part of the ONESP grant if the recipient:

- a. ceases to operate the facilities;
- b. ceases to operate as a non-profit corporation;
- c. winds-up or dissolves;
- d. has knowingly provided any false information in this application;
- e. uses ONESP funds for purposes not agreed upon by the Ministry;
- f. breaches any terms or conditions of this agreement;
- g. breaches any of the provisions of the Human Rights Code in the operation of the project;
- h. fails to complete the project;
- i. commences, or has commenced against it, any proceedings in bankruptcy or is adjudged a bankrupt;
- j. fails to use insurance proceeds to rebuild damaged or destroyed facilities, or to replace rolling and capital stock.

Where required, the grant shall be repaid by cheque payable to the Treasurer of Ontario and mailed to the Finance Branch, Ministry of Citizenship and Culture, 3rd Floor, 77 Bloor Street West, Toronto, Ontario, M7A 2R9.

The Ministry reserves the right to demand interest on any amount owing by the recipient to the Ministry at the then current rate charged by the Province of Ontario on accounts receivable.

9. Unused Funds

Any unused portion of the grant remains the property of the Ministry and, if already paid to the recipient by the Ministry, shall be repaid to the Ministry on request.

10. Installments

The grant shall be paid in installments at the discretion of the Ministry.

The project shall begin before the end of the fiscal year in which the grant becomes payable or all remaining installments may be cancelled. However, no grant shall be paid if the project has begun before a complete application has been received and approved by the Ministry.

11. Accounting

The recipient shall keep and maintain all records, invoices and other documents relating to the ONESP grant in a manner consistent with generally accepted accounting principles and



clerical practices, and shall maintain such records for a period of three years after completion of the project.

The recipient authorizes the Ministry and its agents at all reasonable times to inspect and copy any records, invoices and documents in the possession or under the control of the recipient which relate to the ONESP grant. The right of inspection under this paragraph includes the right to perform a full or partial audit.

12. Canadian Content/Tendering Process

The recipient shall conduct a process of competitive pricing or tendering for goods and services relating to the project. In the evaluation of tenders, the recipient shall give an allowance of up to 10 percent on the price of the tender bids for Canadian content, and shall select the goods and/or services that represent the best value. The Ministry must be advised if you are not able to comply.

13. Ministry Publicity for Project

The Ministry may make public the name of applicants, descriptions of proposed projects and, for approved projects, the grant amounts.

B. Terms Applying Only to Facility Projects

1. Limitation of Liability, Indemnification and Insurance

The Ministry shall not be liable for any injury, death or property damage to the recipient, or for any claim by any third party against the recipient, unless it was caused by the negligence or wilful act of an employee or agent of the Ministry while acting within the scope of his/her employment or agency respectively.

The recipient agrees that the Ministry shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit of the recipient arising out of or in any related to the project.

The recipient agrees that it shall indemnify the Ministry, its employees and agents, against all costs incurred as a result of a claim or proceeding related to the project, unless it was caused by the negligence or willful act of an employee of the Ministry, while acting within the scope of his/her employment.

The recipient shall maintain both fire and extended coverage insurance in an amount equal to the replacement cost of the facilities, and comprehensive general liability insurance of at least \$1,000,000.00 per occurrence for bodily injury (including personal injury), death, and damage to property including loss of use thereof, and automobile liability insurance. If requested by



the Ministry, the recipient shall provide satisfactory proof of such insurance. The recipient shall provide notice to the Ministry immediately upon change or cancellation of the insurance.

2. Ownership and Leasing of Facilities

The facility must be either owned by the applicant or leased to the applicant for a minimum of 20 years. If a special need exists, a shorter term lease of not less than five years may be considered at the discretion of the Ministry.

3. Reports

The recipient shall submit interim progress reports to the Ministry upon request.

The recipient shall report to the Ministry within one year of completing the project. The report shall include photographs of the completed facilities, provide details of how the support of the Ministry has been acknowledged and give all other details requested by the Ministry.

C. Terms Applying Only to Study Projects

1. Limitation of Liability, Indemnification and Insurance

The Ministry shall not be liable for any injury, death or property damage to the recipient, or for any claim by any third party against the recipient, unless it was caused by the negligence or wilful act of an employee or agent of the Ministry while acting within the scope of his/her employment or agency respectively.

The recipient agrees that the Ministry shall not be liable for any accidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit of the recipient arising out of or in any way related to the project.

The recipient agrees that it shall indemnify the Ministry, its employees and agents, against all costs incurred as a result of a claim or proceeding related to the project, unless it was caused by the negligence or wilful act of any employee of the Ministry.

2. Consultant

Study projects shall be undertaken by an arms-length consultant with appropriate professional qualifications and experience.

3. Pre-Consultation: Terms of Reference

Before a study application is deemed complete, applicants shall consult with NCB staff to agree upon the Terms of Reference.

4. Reports

The recipient shall provide the Ministry with three copies of a draft report for review and comment before completing the final report. NCB shall provide comments on the draft report and the recipient shall address and reflect these comments in the final report. The recipient shall also provide the Ministry with three copies of the final report within one month of the report's completion. The final report shall include acknowledgement of Ministry support.

D. Terms Applying Only to Rolling Stock

1. Limitation of Liability, for Road and Non-Road Vehicles

The Ministry shall not be liable for any injury, death or property damage to the recipient, or for any claim by any third party against the recipient, unless it was caused by the negligence or wilful act of an employee or agent of the Ministry while acting within the scope of his/her employment or agency respectively.

The recipient agrees that the Ministry shall not be liable for any accidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit of the recipient arising out of or in any way related to the project.

The recipient agrees that it shall indemnify the Ministry, its employees and agents, against all costs incurred as a result of a claim or proceeding related to the project, unless it was caused by the negligence or wilful act of any employee of the Ministry.

2. Insurance for Road Vehicles

The recipient shall maintain 3rd party liability insurance of at least \$200,000.00 per occurrence and shall maintain full collision coverage up to the full replacement value of the vehicle itself, including comprehensive coverage on the vehicle itself.

The recipient shall maintain and assume full responsibility for any warranty placed on any vehicle.

3. Insurance for Non-Road Vehicles

The recipient shall maintain all risk and/or collision insurance and general liability insurance for unlicensed vehicles and/or equipment.

The recipient shall maintain and assume full responsibility for any warranty placed on any vehicle.



E. Terms Applying Only to Management Development Projects

1. Limitation of Liability, Indemnification and Insurance

The Ministry shall not be liable for any injury, death or property damage to the recipient, or for any claim by any third party against the recipient, unless it was caused by the negligence or wilful act of an employee or agent of the Ministry while acting within the scope of his/her employment or agency respectively.

The Ministry shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the recipient arising out of or in any way related to this Agreement or the services.

The recipient shall indemnify the Ministry, its employees and agents, against all costs incurred as a result of a claim or proceeding related to project unless it was caused by the negligence or wilful act of an employee of the Ministry while acting within the scope of his/her employment.

The recipient shall maintain comprehensive general liability insurance and automobile liability insurance (owned or hired units) both of at least \$500,000.00 per occurrence. If requested by the Ministry, the recipient shall provide satisfactory proof of such insurance.

2. Prior Approval

Projects falling under the Management Development component of the program should be defined and approved in writing by the Ministry prior to any commitment of funds being made by the Ministry.

VII **HOW TO CONTACT THE NATIVE COMMUNITY BRANCH**

The Native Community Branch has 11 Native Development Consultants and three area supervisors located in the following centres:

**NORTHEAST**

**Sudbury**

4th floor  
199 Larch Street  
Sudbury, Ontario  
P3E 5P9  
(705) 675-4349

**Sault Ste. Marie**

Elgin Tower, 3rd Floor  
390 Bay Street  
Sault Ste. Marie, Ontario  
P6A 1X2  
(705) 942-0419

**Timmins**

22 Wilcox Street, 2nd Floor  
Timmins, Ontario  
P4N 3K6  
(705) 267-8018

**NORTHWEST AREA**

**Thunder Bay**

1825 East Arthur Street  
Thunder Bay, Ontario  
P7E 5N7  
(807) 475-1225

**Kenora**

20 Main Street South  
Kenora, Ontario  
P9N 1S7  
(807) 468-5568

**Fort Frances**

Box 613  
240 Scott Street, 2nd Floor  
Fort Frances, Ontario  
P9A 3M9  
(807) 274-9732

**Geraldton**

P.O.Box 778  
303 Main Street  
Geraldton, Ontario  
POT 1MO  
(807) 854-0169

**SOUTHERN AREA**

**London**

6th Floor  
255 Dufferin Avenue  
London, Ontario  
N6A 5K6  
(519) 679-7146

**Toronto**

5th Floor  
77 Bloor Street West  
Toronto, Ontario  
M7A 2R9  
(416) 965-5003

**Orillia**

15 Matchedash Street North  
Orillia, Ontario  
L3V 4T4  
(705) 325-9561

**HEAD OFFICE**

5th Floor  
77 Bloor Street West  
Toronto, Ontario  
M7A 2R9  
(416) 965-5003



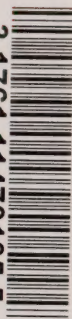








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